



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY ALASKA
600 RICHARDSON DRIVE # 5000
FORT RICHARDSON, ALASKA 99505-5000

AK-MOA-123



**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY ALASKA
AND
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES**

SUBJECT: Avalanche Control Program Support

1. Purpose. To delineate policies and procedures whereby U.S. Army Alaska (USARAK) provides the State of Alaska Department of Natural Resources (SOA/DNR) requested support applicable to the SOA/DNR Avalanche Control Program.

2. References.

a. DODI 4000.19, Subject: Interservice and Intragovernmental Support, dated 9 AUG 95.

b. Army Regulation 725-20, Avalanche Control Program, dtd 25 Feb 86.

c. Memorandum of Agreement between the Assistant Secretary of the Army (Installation, Logistics and Environment) and the Alaska Department of Natural Resources, Subject: Avalanche Control Program, dated 21 Apr 1999.

3. Problem. Local commercial sources do not exist for weapons or ammunition support/services as required by the SOA/DNR in support of the Avalanche Control Program (ACP). The SOA/DNR requests that USARAK provide such support.

4. Scope.

a. Support is provided at Fort Richardson, Alaska during established duty hours contingent upon availability of USARAK manpower and expertise IAW established technical guidelines.

b. References 2.b. and 2.c. (above) are the primary source of regulatory guidance for conduct of the ACP. When specifically addressed, the terms and procedures outlined in noted references take precedence over contents of this agreement.

c. SOA/DNR is not authorized unaccompanied access to USARAK support facilities. USARAK retains the right to limit SOA/DNR storage capacity (weapons and munitions) based on available space. USARAK retains the right to refuse loading of SOA/DNR munitions onto vehicles when such vehicles (or vehicle drivers) do not meet the requirements of 49 Code of Federal Regulation (CFR), Army Regulation 385-64 or local command ammunition policies.

APVR-RRM-DRIS

SUBJECT: Avalanche Control Program Support

5. Understandings, agreements, support and resource needs.

a. USARAK Responsibilities.

(1) Directorate of Plans, Training, and Readiness (DPTR) will: Provide, upon request, instruction/training on howitzer firing; and proper use of target ranges, simulators and other training facilities.

(2) Directorate of Logistics (DOL) will:

(a) Warehouse government leased ACP weapons.

(b) Provide Direct Support (DS) and General Support (GS) maintenance on government leased ACP weapons and fire control systems.

(c) Receive, warehouse, inventory and issue SOA/DNR ACP ammunition and related fuzes. Release SOA/DNR ammunition to authorized personnel identified through an official SOA/DNR memorandum. Accept turn-in of unused ammunition. Note: SOA/DNR assumes financial responsibility for labor costs involved in executing disposition instructions on non-conforming ammunition.

(d) Inspect and maintain SOA/DNR munitions (stored by USARAK) using established Army policies and procedures. Note: Ammunition issued to SOA/DNR will conform to Army serviceability standards for peacetime use, unless otherwise stated by SOA/DNR.

(e) Inspect, upon request, SOA/DNR storage sites using established Army explosives safety standards. NOTE: The SOA/DNR assumes responsibility for actions taken or not taken to conform to Army standards at SOA/DNR storage sites.

(f) Provide, upon request, guidance and training on the types and functioning of ACP munitions; to include safe handling, storage and transportation of munitions.

(g) Provide, upon request, SOA/DNR space utilization data (munitions and weapons storage) to the USARAK Directorate of Public Works.

(3) 716th Ordnance Company (384-0823/7603) will: Provide explosive ordnance disposal (EOD) personnel to detect, identify, render safe, recover and destroy ACP ordnance. Provide explosive ordnance training as requested. Provide support IAW Army Regulation 75-15 (and related USARPAC Supplement); Title 49, CFR sections 100-199; and DoDI 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunitions and Explosives).

(4) Provost Marshall (384-0825/7886) will: Provide police services to maintain order and to enforce laws/regulations on Fort Richardson. Investigate crimes occurring on Fort Richardson IAW regulations and/or other appropriate directives. Conduct physical security and crime prevention inspections IAW USARAK Regulation 190-1 (Physical Security). Provide security related planning and inspections IAW USARAK OPLAN 5645 (Combating Terrorism).

APVR-RRM-DRIS

SUBJECT: Avalanche Control Program Support

(5) Safety (384-2329) will: Provide assistance in the event of incident or accident involving USARAK property and/or personnel. Provide assistance with Safety Program IAW Safety and Occupational Health Policies set forth in 29 CFR, DoD Directive 10000.3, DoDI 6055.1, AR 385-10 and USARAK 385-10.

(6) Directorate of Public Works [(DPW) 384-0913/6679] will:

(a) Provide warehouse storage space annually on a reimbursable basis as follows: indoor storage (Bldgs 804 and 796); and secured, fenced and lighted outdoor storage space (Bldg 796) for the purpose of warehousing and storing SOA/DNR leased ACP weapons.

(b) Issue, through the USARAK Real Property Officer, a real estate license to SOA/DNR. Note: License will state all applicable U.S. Army and USARAK regulations, directives and local policies pertaining to use of Army Real Property by a Non-DoD tenant.

b. SOA/DNR Responsibilities.

(1) Request a "real estate use license" from the USARAK Real Property Officer [(907) 384-6679]. Adhere to all applicable U.S. Army/USARAK regulations, directives and local policies pertaining to the ACP.

(2) Pack recoilless rifles in sealed containers for storage at Ft. Richardson. Remove breach block from howitzers when stored in USARAK facilities. Provide equipment density lists to the DOL, updating the list when equipment changes occur. Indicate on the density list: nomenclature, quantity and serial number of all stored equipment. Notify the Chief, Storage and Warehousing Section (384-2801) two (2) working days prior to requesting storage or withdrawal of ACP equipment. **NOTE: Only authorized SOA/DNR personnel (as reflected by an official State of Alaska memorandum) can sign weapons in and out of storage. The SOA/DNR assumes responsibility for the physical security and use of these weapons once authorized personnel have signed for weapons.**

(3) Submit DA Form 2407/5504 (Maintenance Request) and DA Form 2408-4 (Log Book) for item(s) needing repair to the DOL Vehicles and Weapons Repair Shop, Bldg 796, Fort Richardson, AK. (Annotate the agreement number on all form submissions.) Deliver items needing repair to the designated maintenance facility. Report complaints of untimely service or poor quality work to the Quality Assurance Office, Maintenance Division (384-2402).

(4) Coordinate (in writing) with the Chief, Ammunition Branch prior to ordering ACP ammunition that the SOA/DNR intends to store at USARAK ASP facilities. Order/purchase required ACP munitions as outlined in reference 2b (above). Notify Industrial Operations Command, Rock Island [(309) 782-7571] concerning all ammunition malfunction(s). Forward all malfunction information to DOL QA personnel [(907) 384-3221].

(5) Provide an official memorandum to the DOL listing SOA/DNR personnel authorized to pick-up weapons, munitions and related materials. Update memorandum as changes occur.

APVR-RRM-DRIS

SUBJECT: Avalanche Control Program Support

(6) Provide ammunition draw requests to the ASP at least two (2) working days prior to date the ammunition is required. **Transport ammunition with only qualified personnel in properly marked/placard vehicles. Transport ammunition along routes established through the USARAK Safety Office.** Ensure that transport vehicles meet or exceed 49 CFR (US DOT) for the transport of explosive materials. **NOTE:** Qualified transport personnel will possess a commercial driver's license (CDL) affixed with a hazardous endorsement for the transportation of munitions.

(7) Turn-in unused ammunition (to the ASP) IAW applicable regulations. Contact the ASP prior to returning any unused ammunition and residue. Initiate/coordinate munitions evaluation by the Quality Assurance Specialist, Ammunition Surveillance (QASAS) prior to returning misfired ammunition for storage. **NOTE: Do not return dud munitions to the USARAK ASP without first appealing for conditional evaluation. Misfires may be returned without conditional evaluation.**

(8) Implement procedures to record all dud munitions generated during ACP activities. Record the number, locations and type of duds, i.e. lot number of fuzes and munitions. Provide experienced personnel to guide the 716th EOD to all ACP malfunctioning munitions.

(9) Forward requests to evaluate ammunition storage to the QASAS. Provide transportation and per diem costs (as required) for USARAK personnel in connection with inspections rendered on behalf of SOA/DNR.

(10) Train SOA/DNR personnel on safety issues concerning storage, handling and transportation of ammunition. Provide SOA/DNR personnel with training on the various types and basic functions of ACP munitions.

(11) Designate a SOA/DNR staff member to serve as point of contact with the USARAK Provost Marshall on matters concerning preservation of order, physical security and crime prevention. Ensure that SOA/DNR personnel comply with USARAK regulations pertaining to law and order, physical security and crime prevention. Be responsible for securing SOA/DNR equipment (while on post) IAW AR 190-11 through 190-51 and USARAK Regulation 190-1 (Physical Security).

(12) Comply with Federal, State and local safety/health standards. Provide a place of employment free from recognized hazards that can cause death or serious physical harm to personnel. Ensure there is safe overhead clearance when firing weapons in circumstances when position, location and common sense require/reflect such concerns.

6. Financial Provisions.

a. The SOA/DNR will provide mutually agreed upon funding document(s) to the applicable budget office(s) for all requested services or supplies. (See paragraph 6.b below.) The document(s) must include applicable accounting information, a point of contact and a telephone number. Reference the agreement number on all financial documents.

APVR-RRM-DRIS

SUBJECT: Avalanche Control Program Support

b. Submit mutually agreed upon funding documents as follows:

Activity	Categories (Services)	Basis for Reimbursement	Amount
U.S. Army Alaska	Target/Range Training	Civilian labor	TBD
Directorate of Plans, Training, and Readiness	EOD Support	Nonreimbursable	
ATTN: APVR-RPTM-RM			
600 Richardson Drive #6300			
Ft. Richardson, AK 99505-6300			
(907) 384-2004			
U.S. Army Alaska	Utilities, Bldg 804 (indoor)	247 gross sq. ft.	\$ 447.54
Directorate of Public Works	Utilities, Bldg 796 (indoor)	60 gross sq. ft.	\$ 108.71
ATTN: APVR-RPW-BMF	Refuse, Bldg 804 (indoor)	Actual cost	\$ 12.49
730 Quartermaster Road	Refuse, Bldg 796 (indoor)	Actual cost	\$ 22.52
Ft. Richardson, AK 99505-6500	Bldg 796, storage (outdoor)	370 gross sq. ft.	\$ 222.00
(907) 384-0913			
	TOTAL REIMBUSABLE CHARGES		\$ 813.26
U.S. Army Alaska	Equipment Repair and Maintenance	Parts/Civilian labor	TBD; As
Directorate of Logistics	Equipment Warehousing	Civilian labor	Requested
ATTN: APVR-RDL-AB	Munitions Quality Assurance	Civilian labor	"
977 Davis Highway	Munitions Storage/Receipt/Issue	Civilian labor	"
Ft. Richardson, AK 99505-7000	Munitions Storage Inspections	Civilian labor/travel	"
(907) 384-7019	Munitions Training	Civilian labor	"

c. Payments are due upon receipt of bill. Charges become delinquent if payment is not made within 30 days following the respective billing date. Billings are processed by: Commander, Defense Finance Accounting Service, Pacific Operating Location, 477 Essex Street, Pearl Harbor, Hawaii 96860-5806.

d. SOA/DNR bill-to address:
See paragraph 6e (below)

e. Agreement Points of Contact:
State of Alaska
Department of Natural Resources
ATTN: Natural Resources Manager
Division of Mining, Land and Water
South Central Region
550 West 7th Avenue, Suite 900C
Anchorage, AK 99501-3577
Phone: (907) 269-8566 Fax: 8913

U.S. Army Alaska
ATTN: APVR-RRM-DRIS
600 Richardson Drive #6200
Fort Richardson, AK 99505-6200
Phone: (907) 384-7094 Fax: 384-6122

APVR-RRM-DRIS

SUBJECT: Avalanche Control Program Support

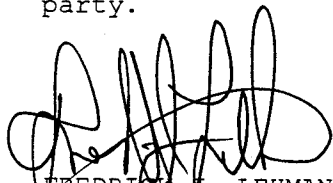
7. HOLD HARMLESS PROVISIONS

a. The SOA/DNR assumes responsibility for all claims arising from the possession, use, or transportation of the ACP munitions and weapons; and agrees to hold the United States Army harmless from any such claims and liability. NOTE: U.S. Army Alaska is not responsible for off-post transportation of ACP munitions.

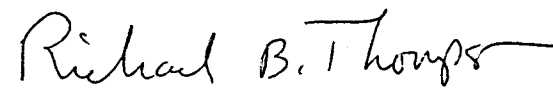
b. The SOA/DNR agrees to hold the United States Army harmless for damage to property to the State of Alaska, or property of others, or for personal injuries to the officers, agents, servants, or employees of the SOA/DNR, or to any other persons arising from an incident related to the SOA/DNR's continued retention and use of munitions material, to include any damage caused during Explosives Ordnance Disposal (EOD) operations incident to this agreement.

c. The SOA/DNR agrees to indemnify the U.S. Army Alaska for any costs incurred as a result of any claims or civil actions brought by any third person arising from, or incident to, the SOA/DNR's retention and use of munitions material, to include any damage caused during Explosives Ordnance Disposal (EOD) operations. The SOA/DNR, in addition, agrees to file no claim for administrative settlement with any Federal agency, or institute any action or suit for monetary damages in any court of the United States or any State for loss of property, personal injury, or death arising from, or incident to, the SOA/DNR's continued retention and use of munitions, to include any damage caused during Explosive Ordnance Disposal (EOD) operations.

8. Effective Date. This agreement becomes effective upon the date of the last signature (below). Review the contents of this agreement triennially or as deemed appropriate by either party. This agreement may be modified or terminated at anytime with the consent of both parties; or unilaterally terminated when the initiator provides 180 days written notice to the other party.



FREDRICK J. LEHMAN
Colonel, U.S. Army
Chief of Staff

Date: 08 Jan 2001

RICHARD B. THOMPSON
Division of Mining, Land and Water
South-Central Regional Manager

Date: 12/15/00